



Access to TrueAllele® Casework Software by Legal Teams (“Access Policy”)

Cybergenetics Corp (the “Company”) makes TrueAllele Casework software available, subject to compliance with the applicable TrueAllele Software License Agreement. In addition, many papers describing the biological model, mathematics, and performance of TrueAllele have been published (see <https://www.cybgen.com/information/publication/page.shtml>), contributing to the information available to all parties.

The Company considers that the TrueAllele software is best tested by empirical testing, rather than by the source code.

Members of legal teams may access the production version of the TrueAllele software in the same way as forensic DNA laboratories, upon request.

Subject to the requirements contained in this Access Policy, where TrueAllele has been used to generate scientific evidence for the prosecution or defense in a criminal case being heard in a court of law (the “Case”), opposition attorneys or scientific expert witnesses (each a “Recipient”) retained by the client in the Case can request in writing access to and inspection of any or all of the following (collectively the “TrueAllele Materials”) for the TrueAllele software used in the Case:

- three-month time-limited cloud-computing access to the production (compiled) TrueAllele Software, and
- a TrueAllele disclosure DVD, or link thereto, as described in the PDF document: “TRUEALLELE DISCLOSURE DVD.”

A Recipient that has been retained by a defendant can, in addition to accessing and inspecting the TrueAllele Materials and upon compliance with the requirements of this Access Policy, request in writing access to and inspection of the TrueAllele source code (the “Source Code”) for the applicable version of the TrueAllele software used in the Case.

The Company and its affiliated entities have expended time, effort, and substantial resources to develop the TrueAllele Source Code and Materials, and to maintain the confidentiality and secrecy of the Source Code. The TrueAllele Source Code are trade secrets of the Company and constitute valuable proprietary, privileged, confidential and secret intellectual property belonging to the Company. Because of the foregoing, the Company will only disclose the TrueAllele Source Code and/or TrueAllele Materials, or part thereof, to the Recipient under or upon satisfaction of all of the following conditions:

1. The Recipient is not a current or intending developer of, and has no current or intended future direct or indirect commercial or employment interest in, competing software products.
2. The Recipient is retained by the defense or its legal counsel in the Case.
3. For requests to disclose all or part of the TrueAllele Source Code and/or TrueAllele Materials, Recipient executes a *TrueAllele Non-Disclosure and Confidentiality Agreement*, provided by the Company, signed by the Recipient and received by the Company at least one month prior to any Source Code disclosure, in form and substance satisfactory to legal counsel of the Company.



4. The TrueAllele Source Code or part thereof released to the Recipient under the applicable non-disclosure and confidentiality agreement will be limited to that TrueAllele software version used in the Case.
5. Financial arrangements satisfactory to the Company must be in place to ensure that the full costs of disclosure will be recoverable by the Company from the Recipient.
6. The Source Code, including any documents in read-only format, will be produced for inspection at the offices of US legal counsel for the Company: Kevin Harkins, Esq., Dentons Cohen & Grigsby, 625 Liberty Avenue, 5th Floor, Pittsburgh, PA 15222 or at such other location as may be designated by the Company from time to time, or otherwise mutually agreed to between the Company and the Recipient, in accordance with the following conditions:
 - (a) The Recipient must be under direct supervision in the room in which the inspection occurs, by a representative of the Company who will remain present during the full period of the inspection;
 - (b) The inspection will occur by means of a stand-alone inspection computer supplied by the Company, which will include the Source Code;
 - (c) No photographic devices including but not limited to cameras, laptops, mobile telephones, tablet devices or other electronic devices will be permitted in the room with the stand-alone computer;
 - (d) The stand-alone inspection computer will not be connected to the internet, will not be enabled to accept storage devices such as a USB stick or CD, and no such devices shall be permitted in the room; and
 - (e) Taking of handwritten notes, or computer-based notes, on a separate, internet enabled note-taking computer, provided by the Company, is permitted during the inspection. The note-taking computer will not be enabled to accept storage devices such as USB stick or CD.
7. Where the time-limited version of the TrueAllele software is being disclosed, the Recipient agrees to adhere to the license terms of the time-limited version of the Software as outlined in Paragraph 7(b) below and terms of use as outlined in Paragraph 8 below. The disclosure shall be made by means of an installation link emailed to the Recipient by a representative of the Company. The disclosure will include the following:
 - (a) A limited, revocable, non-exclusive, non-transferable, royalty-free license to install and use one copy of the TrueAllele software on a single computer, device, workstation, terminal, or other digital electronic or analog device for 90 days; and
 - (b) A copy of the following PDF document: "TRUEALLELE SOFTWARE LICENSE AGREEMENT" which the Recipient hereby agrees shall govern the Recipient's use of the time-limited version of the TrueAllele software and which may only be renewed by the mutual agreement of Recipient and the Company.
8. Recipient will only use the time-limited version of TrueAllele software disclosed in accordance with paragraph 7 above.
9. The Company reserves the right to disclose the TrueAllele the Source Code and/or TrueAllele Materials, or part thereof to the proponent attorney in the Case, if it has not already done so.
10. The Company reserves the right to impose additional conditions or obligations which



are required by applicable law or which the Company deems reasonably necessary to ensure adequate protection of (i) identifying or confidential information of third parties possessed by the Company, and (ii) the confidential, proprietary, and trade secret status of the TrueAllele Source Code, the TrueAllele Materials, or any other documents or information Requested by the Recipient under this Access Policy.

All information and/or documentation by the Company under this Access Policy will at all times remain the property of the Company. Each Recipient acknowledges that (i) all disclosures are subject to the sole discretion of the Company, (ii) any disclosure made is for the convenience of the Recipient only, provided without warranty or representation of any kind as to completeness, accuracy, compatibility, or suitability for Recipient's intended purpose, and (iii) that the Company is under no continuing obligation to supplement or update any information and/or documentation disclosed. This Access Policy may be modified, revised or amended at any time by the Company without notice.

Requested access by legal teams to any other software products licensed by the Company will be at the Company's sole discretion, employing elements of the process outlined above.

For additional information on access to TrueAllele and the Company's related products please contact info@cybgen.com.